



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Mail Courier Service for the City of Lodi

MEETING DATE: March 6, 1996

PREPARED BY: Finance Director

RECOMMENDED ACTION: That the City Council approve the specifications and authorize advertisement for bids for a courier service as a more effective method to transport mail and interdepartmental correspondence.

BACKGROUND INFORMATION: The City of Lodi's Mail Center is located at the Finance Department Annex. The Mail Center seals 25,000 utility bills and posts 15,000 pieces of mail each month. It also receives all City of Lodi mail and interdepartmental correspondence and sorts it into City department boxes.

The prior City Manager approved a nine-month trial courier service contract dated November 9, 1994 with San Joaquin Private Mail Service. The contract was for \$192.00 per month to pickup and deliver mail from the Post Office and Mail Center at the Annex. It did not include pickup at Carnegie Forum, Municipal Service Center and Parks and Recreation Department. This trial contract ended August 4, 1995. Since August, the Finance Department has had an employee deliver and pickup the City's mail from the Lodi Central Post Office, Monday through Friday.

Employees from the Administrative Offices at Carnegie Forum, the Public Works Department, Electric Utility Department and Finance Department at the Municipal Service Center and the Parks and Recreation Department deliver and pickup mail and interdepartmental correspondence at the Mail Center several times each workday.

The Finance Department is seeking a more cost effective method to transport mail and interdepartmental correspondence as outlined in the attached Notice Inviting Bids and Specifications. An alternative to using City staff is to contract with a mail courier service. This would allow City staff to focus on their primary duties and customer services.

FUNDING: We estimate the service to cost \$4,800.00 per year which will be absorbed in the Finance Administration current budget.

Vicky McAthie

Vicky McAthie
Finance Director

Attachment

Prepared by Sandra Smith, Support Services Supervisor

APPROVED: _____

H. Dixon Flynn
H. Dixon Flynn -- City Manager

MAIL COURIER SERVICE

for the

CITY OF LODI

NOTICE INVITING BIDS & SPECIFICATIONS

Prepared by

The Finance Department
City of Lodi

March 6, 1996

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The City of Lodi hereby invites sealed proposals to provide mail courier service for the City of Lodi as described in the specifications dated March 6, 1996.

- . **Mail Delivery.** Incoming mail will be delivered to the Finance Department at 8:15 a.m. Outgoing mail will be delivered to the Post Office at 3:15 p.m. and 5:00 p.m.
- . **Pickup of Utility Bills and Outgoing Mail.** Utility bills will be picked up at the Finance Department at 3:00 p.m. and outgoing mail will be picked up at the Finance Department at 4:45 p.m.
- . **Pickup at Carnegie Forum, Municipal Service Center and Parks and Recreation Department.** Mail will be picked up at Carnegie Forum, Municipal Service Center and Parks and Recreation Department beginning at 9:00 a.m. and 2:30 p.m. and delivered to the Finance Department by 9:30 a.m. and 3:00 p.m.
- . **Pickup at Finance Department.** Mail will be picked up at the Finance Department at 9:30 a.m. and 3:00 p.m. and delivered to Carnegie Forum, Municipal Service Center and Parks and Recreation Department by 10:00 a.m. and 3:30 p.m.
- . **Pickup Parking Citations Box.** The Parking Citation Post Office Box will be picked up twice a week and delivered to the Finance Department.

Each bid shall be in accordance with this notice and specifications on file and available from the Purchasing Officer, City Hall Annex, 212 West Pine Street, Lodi, California 95240, (209) 333-6777. No bid will be considered unless it is submitted on a proposal form furnished by the City of Lodi.

Sealed proposals shall be delivered to the Purchasing Officer at the City Hall Annex, 212 West Pine Street, Lodi, CA 95240 (P.O. Box 3006, Lodi, CA 95241-1910) at or before

11:00 a.m., Wednesday, March 27, 1996

At that date and hour, said sealed proposals will be publicly opened and read in the Conference Room, City Hall Annex, 212 West Pine Street, Lodi, California. Bidders or their authorized representatives are invited to be present.

The City of Lodi reserves the right to reject any or all bids, to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid.

Reference is hereby made to said specifications for further details, which specifications and this notice shall be considered part of any contract made pursuant thereto.

CITY OF LODI
Joel E. Harris
Purchasing Officer

BID OPENING

- A. The Purchasing Officer will receive sealed bids in his office, City Hall Annex, 212 West Pine Street, Lodi, California 95240 (P O Box 3006, Lodi, California 95241-1910) until

11:00 a.m., Wednesday, March 27, 1996

At that time, in the Conference Room, City Hall Annex, 212 West Pine Street, Lodi, California, bids will be publicly opened and read. Bidders or their authorized representatives are invited to be present.

- B. The proposal shall be submitted as directed in the "Notice Inviting Bids" under sealed cover plainly marked

Proposal - Mail Courier Service
Bid Opening March 27, 1996

Proposals which are not properly marked may be disregarded.

PROPOSAL FORM

- A. Prospective bidders are furnished with one proposal form included with the specifications.
- B. The proposal must be signed with the full name and address of the bidder, by an authorized representative of the company.
- C. The City reserves the right to accept other than the lowest bid, or to reject any or all bids.

REJECTION OF PROPOSALS

Bids may be rejected if they show any alteration of proposal form, additions not called for, or alternative bids not properly documented. Erasures or irregularities of any kind may also be cause for rejection.

PRE-BID CONFERENCE

A pre-bid conference will be held at 10:00 a.m. on Friday, March 15, 1996, in the Finance Department conference room, City Hall Annex, 212 West Pine Street, Lodi, CA. At that time, prospective bidders may present questions or request clarification regarding the bid or the scope of work. Questions may be presented prior to the meeting via FAX, (209) 333-6795.

AWARD OF BID

- A. The award of the bid, if it be awarded, will be to the lowest responsible bidder whose bid proposal complies with all the requirements herein described.
- B. Where alternative bids are received, the City Council reserves the right to select the bid most advantageous to the City. The award, if made, will be made within thirty days after the opening of the bids.
- C. In case of tie bids, the tie will be broken by a coin toss, conducted by the City Purchasing Officer. Tie bidders will be notified and may be present.

PRICES

Quoted prices shall be current and firm for a period of at least one year after opening of the bids and subsequent award of contract.

PAYMENTS

Invoices shall be presented monthly to the City of Lodi Finance Department, P.O. Box 3006, Lodi, CA 95241 for services rendered during the preceding month. Payment terms shall be not less than Net 20 days.

MAIL COURIER SERVICE**GENERAL TERMS AND CONDITIONS**

1. **Requirement to Meet all Provisions** - Bids shall meet all of the specifications and bid terms and conditions. By virtue of bid submission and acceptance of the bid award, the bidder acknowledges agreement with an acceptance of all provisions of the specifications, except as expressly qualified in the bid. Nonsubstantial deviations may be considered, provided that the bidder submits a full description and explanation of, and justifications for, the bid deviations. Final determination of any bid deviation will be made by the City.
2. **Bid Submissions** - Each bid must be submitted to the Purchasing Officer, City of Lodi, 212 West Pine Street, Lodi, California 95240 (P O Box 3006, Lodi, CA 95241) prior to the deadline for submitting bids.
3. **Bid Retention and Award** - The City reserves the right to retain all bids for a period of sixty (60) days for examination and comparison. The City also reserves that right to waive nonsubstantial irregularities in any bid, to reject any or all bids, to reject or delete one part of a bid and accept the other, except to the extent that the bid is qualified by specific limitations, and to make award as the interest of the City may require based on the criteria identified in Special Terms and Conditions.
4. **Bid Quotes and Unit Price Extensions** - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Bid Submission Form(s) (Bid Proposal and Statement of Qualifications). The Bid Submission Form(s) must be completed in full. If errors or discrepancies in the extension amounts occur, the bidder agrees that the unit price will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.
5. **Bid Withdrawal** - A bidder may withdraw his/her proposal, without prejudice, prior to the deadline for submitting bids by submitting a written request to the Finance Director for its withdrawal, in which event the bid will be returned to the bidder.
6. **Submission of One Bid Only** - No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity which has submitted a sub-bid to a bidder submitting a bid, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-bid or from quoting prices to other bidders submitting bids.
7. **Agreement Requirements** - The bidder to whom award is made shall execute a written Agreement with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its bid. The Agreement shall be made in the form adopted by the City and incorporated in these specifications. The bidder warrants that he/she possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, ordinances and regulations which are applicable.
8. **Failure to Accept Agreement** - If the bidder to whom the award is made fails to enter into the Agreement, the award will be annulled and made to the next lowest responsible bidder who shall fulfill every stipulation as if it were the party to whom the first award was made.

MAIL COURIER SERVICE

GENERAL TERMS AND CONDITIONS

9. **Agreement Assignment** - The bidder shall not assign, transfer, convey or otherwise dispose of the Agreement, or its right, title or interest, or its power to execute such an Agreement to any individual or business entity of any kind without the previous written consent of the City.
10. **Work Delays** - Should the successful bidder be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act or omission of the City, or by strikes, fires, earthquakes or any other act of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the successful bidder. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, the City may, at that time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such verbally, and making a finding as to the causes of same.
11. **Labor Actions** - In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing a labor action), the City reserves the right to declare that said bidder is no longer a responsible bidder and to select another bidder that is not experiencing a labor action.
12. **Communications Regarding Bids** - All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, such verbal communication shall not be binding on the City.
13. **Business Tax** - All bidders should be aware of the City's Business Tax Ordinance which requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation or calling is conducted within the City. The tax is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid, it does not sanction or approve any operation not otherwise permitted. Verification that the bidder has a valid City of Lodi Business Tax Receipt will be obtained by the City prior to the execution of the Agreement. Additional information regarding the City's Business Tax program may be obtained by calling (209) 333-6717.
14. **Addresses** - Pickup and delivery site addresses are:
 - Finance Department: 212 West Pine Street, Lodi, California
 - Post Office: 120 South School Street, Lodi, California
 - Carnegie Forum: 305 West Pine Street, Lodi, California
 - Municipal Service Center: 1331 South Ham Lane, Lodi, California
 - Parks & Recreation Department: 125 North Stockton Street, Lodi, California

MAIL COURIER SERVICE**SPECIAL TERMS AND CONDITIONS**

1. **Agreement Term.** The prices provided for these services must be valid for a period of at least one year. The City will award an Agreement to the lowest responsible bidder for a period of one year with provision to renew from year to year up to five years.
2. **Non-Exclusive Agreement.** The City reserves the right to purchase services listed in the Bid Submission Form, as well as any supplemental items or services, from other contractors or by use of City staff during the term of the Agreement.
3. **Termination.** The City may terminate the Agreement for convenience with one (1) day written notice. The City or Contractor may terminate the Agreement for default with fourteen (14) days written notice.

CONTRACTOR RESPONSIBILITIES

1. **Release of Reports and Information.** Any reports, information, data or other material given to, prepared by or assembled by the Contractor under the Agreement shall be the property of the City and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.
2. **Qualification of Contractor.** The Contractor shall provide the City with a list of at least three (3) references to verify the quality and timeliness of services included within the scope of the specifications to be provided. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications. The City further reserves the right to obtain and examine safety records, including driving records, for the Contractor, its employees and subcontractors.
3. **Deadlines.** Regularly scheduled services are to be accomplished within the times and days specified. If the deadline(s) and time schedules cannot be met, the Contractor will notify the City. If the Contractor is unable to meet the required deadline(s), the City reserves the right to obtain services through alternate sources, to deduct cost of such services from Contractor's compensation, such deductions to include additional costs incurred by the City in securing alternate service. Repeated occurrences shall constitute default on the part of the Contractor.
4. **Protection of Mail.** The Contractor shall take the necessary precautions to protect City property from loss, damage, theft or unauthorized use while in the possession of the Contractor.
5. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City, billing for services rendered during the preceding month. Payment terms shall be not less than Net 30 days.
6. **Conflict of Interest.** The Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City. It is expressly agreed that, in performing these services, the Contractor shall at all times be deemed an independent contractor and not an agent of the City.
7. **Insurance.** The Contractor shall provide proof of liability and workers' compensation insurance as follows, and City shall be notified immediately by Contractor's insurance carrier if and when said insurance is canceled or premiums are refunded:
 - General and Commercial Automobile Liability Insurance (including coverage for personal injury and damage to property) . . . \$500,000.00 per occurrence.
 - Workers' Compensation InsuranceTo meet statutory limits.
8. **Transportation.** The mail shall be transported by automobile or other comparable means of transportation. The Contractor will provide its own transportation and insurance.

MAIL COURIER SERVICE

SPECIAL TERMS AND CONDITIONS

STATEMENT OF WORK

1. **Mail Delivery.** Incoming mail shall be picked up at the Post Office and delivered to the Finance Department at 8:15 a.m. Outgoing mail shall be delivered to the Post Office at 3:15 p.m. and 5:00 p.m.
2. **Pickup of Utility Bills and Outgoing Mail.** Utility bills shall be picked up at the Finance Department at 3:00 p.m. and outgoing mail shall be picked up at the Finance Department at 4:45 p.m.
3. **Pickup at Carnegie Forum, Municipal Service Center and Parks and Recreation Department.** Mail shall be picked up at Carnegie Forum, Municipal Service Center and Parks and Recreation Department beginning at 9:00 a.m. and 2:30 p.m. and delivered to the Finance Department by 9:30 a.m. and 3:00 p.m.
4. **Pickup at Finance Department.** Mail shall be picked up at the Finance Department at 9:30 a.m. and 3:00 p.m. and delivered to Carnegie Forum, Municipal Service Center and Parks and Recreation Department by 10:00 a.m. and 3:30 p.m.
5. **Pickup Parking Citations Box.** The Parking Citation Post Office Box shall be picked up twice a week and delivered to the Finance Department.

CITY RESPONSIBILITIES

1. **Morning and Afternoon Mail.** The City will provide designated locations and employees to receive and deliver the mail to and from the Contractor.
2. **Waiting Time.** The City will not cause the Contractor more than five (5) minutes for pickup and delivery and will ensure the mail is ready at the times and places specified. If the mail is not ready for pickup, the Contractor will not be required to wait, and no penalty will be assessed.

MAIL COURIER SERVICE**PAGE 1
BID PROPOSAL**

CITY OF LODI, CALIFORNIA**Date:****To: The Lodi City Council
c/o Purchasing Officer**(if delivered by FedEx, UPS, or courier):
212 West Pine Street
Lodi, CA 95240(if delivered by mail):
P. O. Box 3006
Lodi, CA 95241-1910**From:** _____
Name of Bidder

The undersigned, as bidder, declares to have carefully examined the Notice Inviting Bids, Statement of Bidder's Qualifications, General Terms and Conditions and Special Terms and Conditions filed for furnishing this service, and agrees to be fully informed regarding all of the conditions affecting service to be furnished for the completion of this order, and further agrees that the information was secured by personal investigation and research and not from any estimate of a City employee, and that no claim will be made against the City by reason of estimates, tests or representations of any officer or agent of the City, and proposes and agrees if the Proposal be accepted, to furnish the City of Lodi the necessary service specified in the bid in the manner and time therein set forth. It has been noted the City of Lodi reserves the right to accept all or part of this bid, to reject any or all bids, or to accept other than the lowest bid.

Services listed below are to be in accordance with the City of Lodi specifications attached hereto. The bidder will submit a detailed list of any and all exceptions taken to these specifications. In the absence of such a list, it will be understood that the bidder's Proposal is based on strict conformance to the specifications in all respects. All exceptions taken will be evaluated, and a determination as to acceptability of the exception will be made by the City of Lodi before the award is made.

If awarded the bid, the undersigned agrees to furnish services described in the specifications, and to take in full payment therefor the following unit and total prices, to wit:

Proposal, to furnish services listed in Special Terms and Conditions, Contractor Responsibilities, Statement of Work:

		<u>Unit Price</u> <u>(per month)</u>	<u>Extension</u> <u>(one year)</u>
Item 1.	Mail Delivery	\$ _____	\$ _____
Item 2.	Pickup of Utility Bills and Outgoing Mail	_____	_____
Item 3.	Pickup at Carnegie Forum, Municipal Service Center and Parks & Recreation Department	_____	_____
Item 4.	Pickup at Finance Department	_____	_____
Item 5.	Pickup Parking Citations Box	_____	_____
TOTAL			\$ _____

Comments/exceptions to specifications:

It is understood and agreed that if this Proposal is accepted, the prices quoted above are not subject to sales or use taxes, or similar tax now imposed by Federal, State, or other governmental agency upon the service specified.

The undersigned has checked carefully all the above figures and understands that the City and its officers and employees will not be responsible for any errors or omissions on the part of the undersigned in completing this bid.

In any case where discrepancy in extensions may occur, the bidder agrees that the unit price shall be taken as the correct figure.

The undersigned, as bidder, hereby declares that the only persons or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Proposal, that this Proposal is made without connection with any other person, company or parties making a bid or Proposal, and that it is in all respects fair and in good faith, without collusion or fraud.

This bid may be withdrawn by the written request of an authorized representative of the bidding company to the Finance Director at any time prior to the scheduled time for the opening of bids or prior to any authorized postponement thereof.

The undersigned hereby designates as the office to which such notice of acceptance may be mailed or delivered:

Name of Company: _____
Address: _____
City, State, ZIP _____
Authorized Signature: _____
Name: _____
Title: _____
Telephone No.: _____
FAX Number: _____
Date: _____

List and describe fully three customers serviced by your firm which demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name:

Contact Individual:

Phone No.:

Address:

Reference No. 2

Customer Name:

Contact Individual:

Phone No.:

Address:

Reference No. 3

Customer Name:

Contact Individual:

Phone No.:

Address:

Signature of Authorized Representative:

Date: _____

AGREEMENT

THIS AGREEMENT is made and entered into in the City of Lodi on the _____ day of _____, 1996, by and between the **CITY OF LODI**, a municipal corporation, hereinafter referred to as **CITY**, and _____, hereinafter referred to as **CONTRACTOR**.

WITNESS

WHEREAS, on _____, **CITY** invited bids for mail courier service.

WHEREAS, pursuant to said invitation, **CONTRACTOR** submitted a bid which was accepted by **CITY** for said services, and **CONTRACTOR** provided **CITY** proof of general and commercial automobile liability insurance and workers' compensation insurance as provided in Special Terms and Conditions.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of the Agreement shall be from the date this Agreement is made and entered, as first written above and shall remain in effect for a period of one year with provision to renew from year to year up to five years.
2. **INCORPORATION BY REFERENCE.** The Notice Inviting Bids, Bid Submission Form(s), Statement(s) of Bidder's Qualifications, Special Terms and Conditions and General Terms and Conditions are hereby incorporated in and made a part of this Agreement.
3. **CITY'S OBLIGATIONS.** For furnishing services as specified in this Agreement, **CITY** will pay and **CONTRACTOR** shall receive therefore payment based upon the actual services provided and received by **CITY** as bid by **CONTRACTOR**.

Payment to the **CONTRACTOR** shall be made within thirty (30) days after receipt of an original invoice from the **CONTRACTOR** and acceptance of the service by **CITY**.

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by **CITY**, **CONTRACTOR** agrees with **CITY** to furnish the services and to do everything required by this Agreement and the said specifications. Without limiting the generality of the foregoing, **CONTRACTOR** warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
5. **HOLD HARMLESS AND INDEMNIFICATION.** **CONTRACTOR** agrees to defend, indemnify and hold harmless **CITY**, its officials, officers, employees, representatives and agents from and against all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with or relating in any manner to any act or omission of **CONTRACTOR**, its agents, employees and subcontractors of any tier and employees thereof in connection with the performance or non-performance of this Agreement. The **CONTRACTOR** shall thoroughly investigate any and all claims and indemnify the **CITY** and do whatever is necessary to protect the **CITY**, its officials, officers, employees, agents and representatives as to any such claims, lawsuits, liabilities, expenses or damages.
6. **INSURANCE.** **CONTRACTOR** shall provide evidence of workers compensation insurance meeting statutory limits. In addition, **CONTRACTOR** shall provide General Liability and Commercial Automobile Liability insurance providing coverage for damage to property as well as bodily injury. Coverage shall be provided at the level of \$500,000 per occurrence. **CONTRACTOR** shall provide a certificate of insurance which demonstrates that the above coverage exists and that the City, its officers, agents and employees are covered as additional insureds.

7. **TERMINATION.** The City may terminate this Agreement for convenience with one (1) day written notice; the City or Contractor may terminate this Agreement for default with fourteen (14) day written notice.
8. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.
9. **ANTI-DISCRIMINATION.** In the performance of the terms of this Agreement, **CONTRACTOR** agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry or religion of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.
10. **AUDIT.** **CITY** shall have the option of inspecting and/or auditing all records and other written materials used by **CONTRACTOR** in preparing its statements to **CITY** as condition precedent to any payment to **CONTRACTOR**.
11. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY: City of Lodi
Attention Sandra Smith
Finance Department
P. O. Box 3006
Lodi, CA 95241-1910

CONTRACTOR:

12. **AUTHORITY TO EXECUTE AGREEMENT.** Both **CITY** and **CONTRACTOR** do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY:

CONTRACTOR:

H. Dixon Flynn, City Manager

Approved as to form:

Randall A. Hays, City Attorney